RemoteCOM Monitored User Agreement

This Monitored User Agrement ("Monitoring Agreement") is between me, a Supervised Individual, meaning a person who is subject to monitoring or other form of oversight or incarceration by a United States state or federal governmental Law Enforcment Agency ("Monitoring Agency"), and Remote Computer Observation & Monitoring LLC, d/b/a Remotecom ("Remotecom").

By agreeing to this Monitoring Agreement I am acknowledging that I understand that my use of electronic devices will be monitored by Remotecom, that the information and data obtained by Remotcom in monitoring my Device usage will be shared with the Monitoring Agency or Agencies who has requested this monitoring be done, and that be agreeing to this monitoring I am voluntarily giving up rights, including privacy rights, I might otherwise have in return for being provided the right by my Monitoring Agency to use a smartphone and/or other electronic devices ("Device").

I. Summary of Monitoring Agreement.

By clicking on the "Agree" button below, I am indicating my knowledge of, and agreement to, the terms set forth in this Monitoring Agreement. Specifically, by entering into this Monitoring Agreement, I am acknowledging the following, all as are set forth in more detail below:

1. **AGREEMENT TO LACK OF PRIVACY**: I agree to share my electronic communications (sent and received) and use of the internet and other uses of computers, smartphones, and other electronic devices (collectively, "Devices") with Remotecom and all Monitoring Agencies that have a right to monitor me or to access data obtained by that monitoring, and I therefore acknowledge I have no reasonable expectation of privacy concerning as against Remotecom and my Monitoring Agencies concerning my Devices and my internet usage;

2. **AGREEMENT TO PROVIDE ACCESS TO DEVICES AND ACCOUNTS, INCLUDING USER NAMES AND PASSWORDS:** I agree to provide the Agencies with access to my Devices and my internet/online accounts (including but not limited to social media accounts, communication accounts such as instant messaging services, and data storage accounts), including by agreeing to provide upon request any user name or password associated with such internet/online accounts;

3. **ACKNOWLEDGEMENT THAT I DO NOT OWN THE MONITORING DATA:** I understand that while I may have some ownership interest in the data or images that appear on my monitored Device, Remotecom's monitoring of my Devices will result in the creation of data and images ("Stored Data"), including copies of data and images that were on or were generated by my Devices, and that this Stored Data is gathered as part of the monitoring of my use of Devices and not as a backup service provided to me or for my benefit, and therefore I do not own and have no right to demand a copy of this Stored Data

4. **AGREEMENT THAT I AM PAYOR OF A SERVICE PROVIDED TO THE**

MONITORING AGENCY: I understand that as a Supervised Individual I am paying for Remotecom to provide monitoring for the benefit of the Monitoring Agency, and I am therefore acting as the payor, and the Monitoring Agency has the status of being a customer of Remotecom.

II. Monitoring Agreement Detailed Provisions.

In addition to what I have agreed to in Section I above, I acknowledge in this Section I that I agree to conditions concerning my ownership, possession and use of Devices, and I am waiving certain privacy rights, as part of this Monitoring Agreement.

I, the Supervised Individual, agree:

1. I shall not possess or let another individual possess an unauthorized computer in mymy home. ("Unauthorized" means any computer that is not being actively monitored by the monitoring service without prior approval from the Monitoring AgencyMonitoring Agency.)

2. I am permitted to use computer systems at my place of employment for employment purposes only with prior approval from the Monitoring Agency.

3. I am permitted to use computer systems at the educational facility where I am enrolled for education-related purposes only with prior approval from the Monitoring Agency.

4. I must provide to the Monitoring Agency or designee – which includes any parole or probation officer assigned to supervise me – all usernames, and user passwords for email, electronic bulletin boards, chats, instant messaging, newsgroups, user groups, and peer- to-peer file sharing programs if I am required to do so by law or by the court as a special condition of my probation.

5. I shall not view, subscribe to, download, or transmit any sexually oriented or sexually stimulating material in any medium, including but not limited to text, images, movies, or other multi-media files, in violation of state or federal laws or if the court so orders as a special condition of probation.

6. I agree not to search for, view, download, possess, or transmit certain materials related to, or part of, the grooming cycle for my crime. Such materials include, but are not limited to, the following: images of my victim, fictional stories or images related to my crime or similar crimes, or images that depict individuals similar to my victims (e.g. children).

7. I agree that I will not use any form of encryption, cryptography, steganography, compression, password protected files or other method that might limit access to or change the appearance of data or images without prior written approval from my Monitoring Agency or designee. If, for work purposes, password protection is required on any system or files used by I, I will provide the password upon request of the Monitoring Agency or designee.

8. I agree that I will not prevent the creation of, alter, or destroy records of computer use without the Monitoring Agency or designee's approval. This includes, but is not limited to, the deleting or altering of browser history data regardless of its age, or possessing software or items designed to boot into RAM, kernels, alter or wipe a computer media, forensic software, or block monitoring software. I also agree not to restore the monitored device to a previous state or to reinstall the operating system without the prior express written approval of the Monitoring Agency.

9. I voluntarily consent to announced and unannounced examination by the Monitoring Agency or designee of any and all computer(s) and/or electronic devices(s) to which I have access for the limited purpose of detecting content prohibited by this document, conditions of probation/ parole, or court order. This consent to examine includes access to all data, including images, stored on hard disks, Zip Disks, floppy diskettes, CD ROMs, optical disks, magnetic tape and/or any other storage media whether installed within a device or removable and separate from the actual computer device.

10. I will provide the Monitoring Agency or designee with a current list of all equipment used or possessed by I, including back-up systems, and external storage devices and media. I will keep this list current.

11. I agree to install, or allow to be installed at my own expense, equipment or software to monitor or limit computer use. I agree to waive any expectations of privacy from the Monitoring Agency, his or her designee, Agencies and/or Governments responsible for supervising my probation, or RemoteCOM regarding computer use or information stored on the computer if monitoring software is installed and understand and agree that information gathered by said monitoring software may be used against I in subsequent court actions regarding my computer use and conditions of supervision.

12. I agree to be fully responsible for all material, data, images and information found on my computer, or any devices subject to monitoring/search at all times.

13. I specifically agree and voluntarily consent that my computer may be examined and/or searched at any time, announced or unannounced, by my Probation Officer or designee to verify compliance with these special conditions of supervision. I understand and agree that my computer, related equipment, and storage devices are subject to seizure by Monitoring Agency or designee if, during an announced or unannounced examination of the computer or other media, the Monitoring Agency or designee finds any evidence of computer use prohibited by this document.

14. I shall not use or own any device which allows Internet access other than authorized by the Supervising Agency or my Monitoring Agency. This includes but is not limited to, satellite dishes, PDA's, Electronic Games, Gaming systems, WebTelevision, Internet appliances, and cellular/digital phones.

15. I shall not have another individual access the Internet on my behalf to obtain files or information which I am restricted from accessing myself.

16. I shall submit any and all computers or devices which allows Internet access within my residence for monitoring, which are owned or used by I. All of these computers and devices are requmyed to be monitored under the scope of this agreement and are subject to random searches by the Supervising Agency, my Monitoring Agency, or designee.

17. I am strictly prohibited from purchasing, playing, registering, or participating in any online game without the prior express written approval of the Monitoring Agency or designee, if a court so orders in as a special condition of supervision.

18. I am responsible for any and all costs reasonably incurred for monitoring services. This includes, but is not limited to, the initial preview of my computer systems if requmyed, the installation of software used by the monitoring service, the monthly monitoring fees, and any applicable taxes. These fees are set out in the installation handout.

19. I agree to pay my monitoring fees which are due by the end of the month prior to the period I am being monitored for. I also agree to pay any additional fees such as late fees and reinstall fees. These fees are set out in the installation handout.

20. I agree to contact REMOTECOM regarding any major changes to my operating system including but not limited to reinstalls, restoring, upgrading or major updates prior to performing them.

21. My designated computer will be monitored by REMOTECOM. It is my sole responsibility to notify any user of the conditions of this agreement.

22. I voluntarily waive any expectation of privacy from the Monitoring Agency, Probation/ Parole Operations, Agencies and/or Governments responsible for my supervision, and REMOTECOM while using this system. I agree to inform other persons who use, or may use, the monitored device that the device is being monitored, and that they should not expect themy use of the monitored device to be private. I understand this may include communication with lawyers, doctors, and clergy members, and that there are alternative means of communicating with the above persons – such as in-person conversations and exchanges of information – other than through the monitored device. By using this system, I agree to the terms of this agreement.

23. I understand all collected data using RemoteCOM monitoring software, is the sole property of my Monitoring agency. For RemoteCOM to release any collected data, approval from the supervising agency must first be sent directly to RemoteCOM.

Additionally, I agree that, absent a court order to the contrary, I will bear the cost incurred by Remotecom or its agents related to any such release of data to me.

BY CLICKING ON THE (NAME) BUTTON BELOW, I ADMIT THAT I HAVE READ AN AGREE TO ALL ASPECTS OF THIS MONITORING AGREEMENT: